

MEMORANDUM OF UNDERSTANDING

between

CITY OF PERTH

and

CITY OF SOUTH PERTH

and

CITY OF SUBIACO

and

TOWN OF VICTORIA PARK

and

CITY OF VINCENT



**TOWN OF
VICTORIA PARK**



CITY OF VINCENT

Dated: 8 March 2019

MEMORANDUM OF UNDERSTANDING

PARTIES TO THE MEMORANDUM OF UNDERSTANDING:

CITY OF PERTH, [ABN 83 7801 186 28] of 27-29 St Georges Terrace, Perth, Western Australia 6000 ("**Perth**")

and

CITY OF SOUTH PERTH, [ABN 65 5332 184 03] of Civic Centre, Corner Sandgate Street & South Terrace, South Perth, Western Australia 6151 ("**South Perth**")

and

CITY OF SUBIACO, [ABN 84 3877 028 90] of 241 Rokeby Road, Subiaco, Western Australia 6008 ("**Subiaco**")

and

TOWN OF VICTORIA PARK, [ABN 77 2848 597 39] of 99 Shepperton Road, Victoria Park, Western Australia 6100 ("**Victoria Park**")

and

CITY OF VINCENT, [ABN 62 1911 325 42] of 244 Vincent Street, Leederville, Western Australia 6007 ("**Vincent**")

1. BACKGROUND

- 1.1 The Parties wish to enter into this Memorandum of Understanding (MoU) for the purposes of exploring objectives for possible collaboration opportunities on strategic issues impacting on local government.
- 1.2 This MoU sets out the framework for the establishment of a co-operative relationship between the parties.

2. COLLABORATION AND OBJECTIVES

- 2.1 The Parties strategic objective is to collaborate in multiple areas to enhance the brand, objectives and strategic outcomes of each organisation as innovators in respective local government and also to create appealing destinations for local community and industry, as well as inter-state and international visitors and investment.
- 2.2 The Parties will discuss and explore opportunities and proposals to cooperate and collaborate in one or more of the following areas:
 - a) Coordinate joint approaches to State and Federal Governments on shared issues;
 - b) Agree to an effective forum including executive staff for identifying the mutual strategic priorities of each organisation on an annual basis;
 - c) Share strategic information in relation to areas of expertise and possible collaboration and engagement with industry in respect of economic development, tourism initiatives, planning policies, transport integration, place based activation and any other key areas to be determined from time to time;

- d) Develop strategies to improve community participation and access to education and cultural opportunities and facilities;
- e) Work together to develop events and community activities that benefit local business, rate payers, arts/culture, unique high street activity and facility/resource collaboration;
- f) Work together to develop events and community activities that benefit local business and rate payers and promotes Central Perth as a year-round national arts and culture destination;
- g) Develop strategies and projects that deliver operational efficiencies and sustainability in areas such as waste management, biodiversity protection and economic development;
- h) Develop a Central Perth regional strategy that positions the region as being a leader in offering formal and informal recreation and wellness opportunities for the benefit of the region and Perth more broadly; and
- i) Share facilities and resources where appropriate.

3. AGREEMENT NOT BINDING

- 3.1 Except for clause 9 (Confidentiality), this MoU is being signed by the Parties to evidence their in principle non-binding intentions. This MoU outlines the framework of a working relationship between the parties. The Parties acknowledge that no legally binding obligations are intended to arise between them as a result of the signing of this document. Binding obligations are only intended to arise upon signing by the Parties of a formal written agreement in accordance with Clause 6.
- 3.2 Any action taken by any party in anticipation of approvals will be at the sole risk of that Party.
- 3.3 No partnership or joint venture is created by this MoU, and neither party can commit the other financially or otherwise to third parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party will:

- a) Attend the Steering Committee three times a year with attendees including Mayors, Chief Executive Officers, and relevant Senior Executives from each organisation to discuss and review strategic priorities, and in particular local government relationship management;
- b) Identify the key Senior Executives who will meet at least three times a year to discuss the relationship and progress made on the achievement of strategic objectives to be reported by the Partnership Steering Group (PSG).

- c) The key Senior Executives will identify resources to work together as a PSG. The PSG's key accountabilities will be to:
 - i) Document its terms of reference, acknowledging that the key purpose of the PSG is to identify and prioritise the opportunities for collaboration between the organisations, ensuring that the collaborations relate to achievement of the strategic objectives;
 - ii) Establish working groups and/or forums to develop and deliver implementation plans for the achievement of a specific strategic objective or objectives; and
 - iii) Measure and evaluate progress and priorities, and report back to the respective Councils as set out in this MoU.

5. INTELLECTUAL PROPERTY

This MoU does not transfer any interest in Intellectual Property. All issues relevant to the ownership of Intellectual Property, including Background Intellectual Property and Project Intellectual Property will be determined in the respective written agreement covering the specific collaboration program that the parties have decided to proceed with and subject to clause 6.

6. FURTHER AGREEMENTS FOR ACTIVITIES AND PROJECTS

Each collaborative activity or project to be initiated under this MoU will be subject to a further agreement between the parties. Such agreements will set out the obligations of the parties, including but not limited to funding, responsibilities, intellectual property ownership and protection, confidentiality, risk allocation and indemnity obligations to be undertaken by each Party in relation to that activity.

7. STRATEGIC FRAMEWORK

- 7.1 Within three months of the signing of this MoU, or at such later time as agreed between the parties, the parties must agree on a strategy for its management and oversight of the objectives. The agreed strategy will include the following processes:
 - a) Communication strategy and process for regular communication between representatives of the parties in relation to this MoU;
 - b) Decisions will be made by consensus;
 - c) Procedures for reviewing and reporting the progress of collaborative activities and projects initiated under this MoU; and
 - d) Procedures for identifying and prioritising new opportunities for collaboration.

8. TERM AND TERMINATION

- 8.1 The term of this MoU will commence on the date of execution and will continue for a term of 3 years.
- 8.2 A Party may terminate this MoU at any time by written notice of termination to the other Parties.
- 8.3 The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the parties unless the relevant agreement provides otherwise.

9. CONFIDENTIALITY

9.1 Each Party will treat any confidential information shared by other Parties appropriately in line with transparency and accountability principles.

9.2 This provision shall survive the termination or expiration of this MoU.

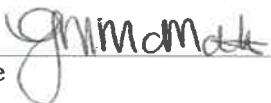
10. USE OF NAME AND LOGO

No party shall use the name or logo, or any variation thereof, of any other party without first obtaining its written consent and subject to any directives which may apply to that written consent including compliance with a party's brand policies and style guidelines.

11. VARIATION

A provision of this MoU may not be varied or modified except by a separate written instrument which is signed by a duly authorised signatory of each Party.

Signed for and on behalf of CITY OF PERTH by:

Signature 

Name (please print) Gaye McMath

Title (please print) Deputy Chair Commissioner

Date: 3 / 7 / 19

In the Presence of:

Signature of Witness 

Name of Witness (please print) MURRY JOERGENSEN J.P.

Signed for and on behalf of CITY OF SOUTH PERTH by:

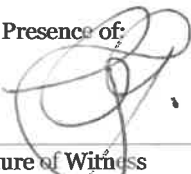
Signature 

Name (please print) Sue Doherty

Title (please print) Mayor City of South Perth

Date: 03 / 07 / 2019

In the Presence of:

Signature of Witness 

Name of Witness (please print) GEOFF CRAS

Signed for and on behalf of CITY OF SUBIACO by:

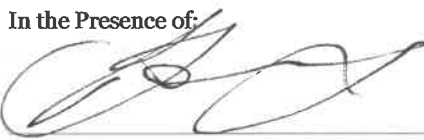
Signature 

Name (please print) Penny Taylor

Title (please print) Mayor

Date: 03 / 07 / 2019

In the Presence of:

Signature of Witness 

Name of Witness (please print) ROCHELLE LAVERY

Signed for and on behalf of TOWN OF VICTORIA PARK by:

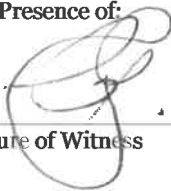

Signature

TREVOR VAUGHAN
Name (please print)

MAYOR
Title (please print)

Date: 03, 07, 2019,

In the Presence of:


Signature of Witness

GEOFF GLASS
Name of Witness (please print)

Signed for and on behalf of CITY OF VINCENT by:


Signature

Emma Cole
Name (please print)

Mayor
Title (please print)

Date: 03, 07, 2019

In the Presence of:


Signature of Witness

David MacLennan
Name of Witness (please print)